

**REMARKS:**

Claims 1-19 are currently pending in the application. Claims 1, 2, 5, 6, 10, 13, and 14 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Keesling. Claims 3, 4, 7-9, 11, 12, and 15-19 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Keesling in view of Kahle.

Claims 8, 11, 15, and 17-19 are hereby cancelled. The Applicant reserves his right to pursue Claims 8, 11, 15, and 17-19 in a continuation application.

**Claim Rejections Under 35 U.S.C. § 102(b):**

Claims 1, 2, 5, 6, 10, 13, and 14 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Keesling. The Examiner states that Keesling shows a resilient flexible rubber guard 56 and an aperture 57 for receiving the blade 47 of a reciprocating saw. The Examiner further states that at least a portion of the guard 56 flexes with the movement of the saw blade 47 to facilitate the maintenance of contact between the blade and the guard in order to inhibit entry of particles into the housing of the saw when in use.

The Keesling device is a reciprocating saw attachment for a rotary drill. The attachment includes a rubber shield 56 having a slit 57 to engage the blade. The problem with the Keesling device is that the entire attachment must be disassembled to attach and/or remove the shield. In the Keesling device, a shoe 51 is required to hold the shield in place, as described at col. 2, ln. 71 - col. 3, ln. 2: "The shield is also provided with apertures 58 which engage over the two ends of the shoe 51 to secure the shield in place stretched across the end of the saw attachment." The additional mounting apertures 58 in the shield of the Keesling device are undesirable because they allow debris to accumulate and enter into the housing of the saw.

The Keesling device could not be used in place of the present invention, because the present invention is capable of quick and easy removal of the guard without having to disassemble the saw, remove the blades, disassemble the housing, or remove any shoes or tool guides. In addition, the Keesling device is unworkable as a

**IN THE DRAWINGS:**

The drawings stand objected to under 37 C.F.R. § 1.83(a) for failing to show each and every feature of the invention specified in the claims. The Examiner states that the battery cited in Claims 4, 9, 12, and 16; the plurality of blades cited in Claims 8, 11, and 19; the storage case cited in Claims 15 and 18; and the battery charger cited in Claim 17; must be shown or the features cancelled from the claims.

Claims 8, 11, and 19 directed to the plurality of blades; Claims 15 and 18 directed to the storage case; and Claim 17 directed to the battery charger; are hereby cancelled. However, the battery of Claims 4, 9, 12, and 16 is clearly supported in both the Detailed Description of the Invention, for example, in Paragraphs [0013] and [0023] and in Figure 1 of the Drawings as reference number 26. Therefore, Claims 4, 9, 12, and 16 are not hereby cancelled. The Applicant reserves his right to pursue Claims 8, 11, 15, and 17-19 in a continuation application.

The Applicant submits that the cancellation of Claims 8, 11, 15, and 17-19 and the foregoing remarks overcome the Examiner's objections to the drawings.

consumer meat saw because the Keesling saw requires too much maintenance to maintain sanitary conditions.

On the other hand, in the claimed invention, the guard is held in place by a form-fitted connection. No tool guides, shoes, or other parts are required. This configuration eliminates the need for additional mounting apertures in the guard. The advantage of easy attachment and removal is that it is easier to clean up, and therefore more sanitary.

In the claimed invention the guard may be readily removed without modification to the saw housing and cleaned separate from the saw, in a dishwasher for example. This allows the average consumer to maintain sanitary conditions with an intimate knowledge of the construction of a powered saw. Were this improvement over Keesling obvious, it would have certainly been seen in the intervening 50 years since the Keesling patent issued.

Claim 1 is hereby amended to clarify that the guard is independent of the saw housing and structure. Claim 5 is hereby amended to clarify that the guard may be removed from the saw without disassembling the saw. Claims 10 and 13 are hereby amended to clarify that the guard is for use with a fully assembled saw. Claims 2, 6, and 14 are not hereby amended, but remain dependent upon independent claims that are hereby amended.

The Applicant submits that the foregoing amendments and remarks traverse and overcome the Examiners rejections of Claims 1, 2, 5, 6, 10, 13, and 14 under 35 U.S.C. § 102(b). Therefore, the Applicant submits that Claims 1, 2, 5, 6, 10, 13, and 14, as hereby amended, are now in condition for allowance, and respectfully requests that Claims 1, 2, 5, 6, 10, 13, and 14, as hereby amended, be allowed.

#### **Claim Rejections Under 35 U.S.C. § 103(a):**

Claims 3, 4, 7-9, 11, 12, and 15-19 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Keesling in view of Kahle. The Examiner states that the Keesling device shows all of the claimed structure except that the saw is not powered by

a battery, lacks a battery charger, and lacks a storage case. In addition, the Examiner concedes that the Keesling device lacks a plurality of blades. The Examiner relies upon Kahle to supply these features. The Examiner states that it would have been obvious to one skilled in the art to modify Keesling by providing the saw with an additional blade to facilitate a more efficient cutting operation as taught by Kahle. The Examiner also states that it would have been obvious to one skilled in the art to power Keesling's saw with a battery and to provide the Keesling device with a battery charger and a storage case, so that the saw is self-contained and more convenient to use, and so that the battery could be recharged and reused, and so that all of the components could be stored in the storage case when not in use.

With regard to Claims 3 and 7, the Examiner states that to select a well known flexible material such as ethylene propylene diene monomer for Keesling's shield would have been obvious to one having ordinary skill in the art, because it has been held to be within the general skill of a worker in the art to select a known material on the basis of its suitability for the intended use as a matter of design choice.

The Kahle device is a cordless electric fillet knife. The purpose of the Kahle device is to provide floatation chambers in the handle so that the knife will not sink if it is dropped into the water and to provide a light at the end of the handle to illuminate the work area. The Kahle device does not have a flexible guard that can be quickly and easily removed for cleaning. In fact, the seal 63 (or 64) disclosed by Kahle is used to provided a watertight seal to protect the electronic components from damage during total submersion, not to provide a removable sanitary shield. Although Kahle discloses a carrying case and a battery charger, Kahle does not disclose a reciprocating saw in which the guard can be quickly and easily removed without disassembling the entire housing of the device.

The Applicant reiterates here the remarks set forth above that distinguish the claimed invention over the Keesling device. In particular, the Applicant points out that a significant shortcoming of the Keesling device is that the entire attachment must be disassembled to attach and/or remove the shield. In the Keesling device, the shoe 51

is required to hold the shield in place, as described at col. 2, ln. 71 - col. 3, ln. 2: "The shield is also provided with apertures 58 which engage over the two ends of the shoe 51 to secure the shield in place stretched across the end of the saw attachment." The Kahle device suffers from the same problem. In the Kahle device, the seal must remain firmly secured in place within the housing to maintain the watertight seal.

For these reasons, the Applicant submits that the Examiner has not shown that the claimed invention could be achieved by combining the Keesling device and the Kahle device, and the Applicant respectfully submits that it would not have been obvious to one of ordinary skill in the art to combine the teachings of Keesling and Kahle to arrive at the claimed invention.

Claims 8, 11, 15, and 17-19 are hereby cancelled. Claim 1 is hereby amended to clarify that the guard is independent of the saw housing and structure. Claim 5 is hereby amended to clarify that the guard may be removed from the saw without disassembling the saw. Claims 10 and 13 are hereby amended to clarify that the guard is for use with a fully assembled saw. Claims 3, 4, 7, 9, 12, and 16 are not hereby amended, but remain dependent upon independent claims that are hereby amended.

The Applicant submits that the foregoing amendments and remarks traverse and overcome the Examiners rejections of Claims 3, 4, 7, 9, 12, and 16 under 35 U.S.C. § 103(a). Therefore, the Applicant submits that Claims 3, 4, 7, 9, 12, and 16, as hereby amended, are now in condition for allowance, and respectfully requests that Claims 3, 4, 7, 9, 12, and 16, as hereby amended, be allowed.

No fees are deemed to be necessary; however, the undersigned hereby authorizes the Commissioner to charge any fees that are necessary, or credit any overpayments, to Deposit Account No. **502806**.

Please link this application to Customer Nos. 50779 and 38441 so that its status may be checked using the PAIR System.

Respectfully submitted,

3/9/05  
Date

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**CUSTOMER NOS. 50779 AND 38441**

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